



115 Locust Street, P.O. Box 127  
Hickman, NE 68372-0127  
Phone 402.792.2212 - Fax 402.792.2210  
[www.hickman.ne.gov](http://www.hickman.ne.gov)



February 24, 2021

Dear Applicant:

The fireworks license application for 2020 is attached. An electrical inspection for temporary electrical service hookup will be required for those wanting electricity (\$40 inspection fee in a separate check). If you need to relocate, install new, or upgrade your temporary electrical pole or setup, you will need to hire a master electrician and pull an electrical permit from the City to do these changes.

- The front yard setback for the tent remains at **30 feet from the property line**. THE PROPERTY LINE IS NOT THE CURB! If you need help locating the property line please contact me. The Building Inspector can inspect the flags prior to tent installation for setback compliance, if you request it.
- If you are not the current property owner, please provide the property owner's written permission for the use of the land. If two vendors are sharing one property owner's land, please indicate location on lot, such as north half or west half, etc.
- A Copy of a Certificate of Flame Resistance for your Tent will be required.
- Vendors will have seven (7) days from the final sale date to remove the rock from the City Street and push it back from the street right-of-way so as not to wash back into the street. If the rock is not sufficiently cleaned off and pushed back, the City Street Crew will complete the work for you and you will be charged accordingly.
- Trash and/or Recycling Receptacle, or suitable alternative, will be required of each vendor. Vendors may coordinate trash and recycling dumpsters with other vendors. The site plan is to include the dumpster location.
- The hours of operation will remain the same. See attached for sales and discharge hours.
- The fireworks license fee of \$1,500.00 will include both summer and winter sessions. (This license fee will not be pro-rated if you choose to only sell in one session). The \$200 deposit can carry over to the winter session.
- A Solicitors permit is required if vendors wish to distribute flyers off-site of the permitted location.
- Signage is NOT allowed in the City right-of-way (the area between your property line and the curb).
- A rocked, off-street parking area shown on the site plan, one (1) parking space per every two hundred (200) feet of tent area.
- Applications are accepted for property currently zoned Commercial within the City limits.
- Temporary Structures associated with this permitted temporary use, are allowed on the property for the Summer Session June 18<sup>th</sup> through July 11<sup>th</sup> and must be removed by July 12<sup>th</sup>, 2021. The temporary structures for the Winter Session are allowed on the property December 22<sup>nd</sup> through January 8<sup>th</sup> and must be removed by January 9<sup>th</sup>, 2022.

**Applications will not be accepted after 4:00pm on Friday, May 21<sup>st</sup>, 2021.**

For the City, *Heidi Hoglund, CFM* Director of Permits, Zoning, Floodplain and Codes Enforcement



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## 2021 FIREWORKS- LICENSE TO SELL APPLICATION

**Applications will not be accepted after 4:00 pm on Friday, May 21, 2021**

### **NEW FOR 2021: NOTHING @ SAME PROCEDURE AS LAST YEAR**

The fireworks license fee is \$1,500.00. Electrical Service Hookup is \$40.00. Deposit \$200.00. If you are not the current property owner please provide the property owner's written permission for the use of the land. A Solicitors permit is required if vendors wish to distribute flyers off-site of the permitted location. Signage is not allowed in the City Right-of-Way. A rocked, off-street parking area is required. Applications are accepted for property within the City Limits, currently zoned Commercial. The City requires an Electrical Inspection Fee for Temporary Electrical Service Hook-up. A Trash and/or Recycling Receptacle/Dumpster, or suitable alternative, will be required for each vendor. Vendors may coordinate trash and recycling dumpsters with other vendors. The site plan is to include the tent, trailer and dumpster locations, along with the off-street parking space configuration.

### **Friday, May 21, 2021- Application, Fees & Summer Deposit Due for Summer Session**

- Summer Retail Sales Allowed per Ordinance 2014-06
- Permissible fireworks may be sold at retail offered for sale at retail from: June 25 through June 30 from 9:00a.m. to 11:00 p.m. and July 1 through July 4 from 9:00a.m. to 11:59 p.m.

### **Friday, December 10, 2021 Winter Deposit Due for Winter Session**

- Winter Retail Sales Allowed per Ordinance 2014-06
- Permissible fireworks may be sold at retail, offered for sale at retail from: December 29th through December 31st from 9:00am to 11:59 pm

Business Name: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Phone Number(s): (\_\_\_\_) \_\_\_\_\_ / (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Are you a Civic Organization: ☐ No ☐ Yes Name: \_\_\_\_\_

Street Address of Site: \_\_\_\_\_

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_

Alternate Contact Name: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

*Please attach a copy of the site plan and property owner consent if applicable*

The undersigned hereby represents that in accordance with Neb. Rev. Stat. §28-1246 it has made application to the Nebraska State Fire Marshal for a current License for Sale of Fireworks and will provide the City with a copy of said License prior to approval of this application and issuance of a City of Hickman permit.

The undersigned hereby pledges itself to sell permissible fireworks at the above described location strictly in accordance with all State statutes and City ordinances upon issuance of a License to Sell Fireworks.

Deposits are made to ensure that the property is kept in an orderly manner and cleaned up in a timely manner after sales are complete, and to repair any damage to public property. **DEPOSITS MAY BE RETURNED IF NO DAMAGE TO PUBLIC PROPERTY HAS OCCURRED AND ALL TRASH, ROCK IN CITY STREET/RIGHT-OF-WAY, SIGNAGE AND STRUCTURES ARE REMOVED WITHIN ONE WEEK OF FINAL SALE DATE FOR EACH SESSION.**

Temporary Structures associated with this permitted temporary use, are allowed on the property for the summer session June 18<sup>th</sup> through July 11<sup>th</sup> and must be removed by July 12<sup>th</sup>, 2021. The temporary structures for the winter session are allowed on the property December 22<sup>nd</sup> through January 8<sup>th</sup> and must be removed on or before January 9<sup>th</sup>, 2022.

Applicant Signature	Print Name	Date
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Witness Signature	Print Name	Date
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*For Office Use Only*

Signature of City Staff	Print Name	Date
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<input type="checkbox"/> License Fee Payment	\$1,500.00	Check# _____	Received by _____	Date _____
<input type="checkbox"/> Deposit	\$200.00	Check# _____	Received by _____	Date _____
<input type="checkbox"/> Electrical Inspection Fee	\$40.00	Check# _____	Received by _____	Date _____
<input type="checkbox"/> Copy of State Fire Marshall License			Received by _____	Date _____
<input type="checkbox"/> NE Sales Tax ID Certificate Copy			Received by _____	Date _____
<input type="checkbox"/> Certificate of Flame Resistance for Tent Material			Received by _____	Date _____
<input type="checkbox"/> Certificate of Liability Insurance			Received by _____	Date _____
<input type="checkbox"/> Site Plan:			Received by _____	Date _____

(Include the tent size, setbacks, trailer & dumpster locations, and off-street parking space configuration)

<input type="checkbox"/> Property Owner Consent	Received by _____	Date _____
<input type="checkbox"/> City Waiver and Release	Received by _____	Date _____
<input type="checkbox"/> Solicitor's Permit(s) (If Applicable)	Received by _____	Date _____
<input type="checkbox"/> Deposit Return Application Received	Received by _____	Date _____
<input type="checkbox"/> Deposit Return Check Mailed	Mailed by _____	Date _____



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## FIREWORKS VENDORS - OPERATORS

### WAIVER AND RELEASE FROM LIABILITY

I, \_\_\_\_\_ (Printed Name), representing \_\_\_\_\_  
HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge THE CITY OF HICKMAN, NEBRASKA, and its agents, employees, officers, directors, affiliates, successors, managers and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities, conducted within the corporate boundaries of the City of Hickman, Nebraska, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I will repair all damages to city owned property that may occur by associated individuals or vendors in conjunction with our fireworks sales operations, and I understand that the activities or function in which I participate may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with fireworks sales operations, including but not limited to the use of adjacent city property, and its electrical utility equipment in any manner, form or fashion, or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Individual or Group written above, or City of Hickman whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

Applicant Printed Name

Applicant Signature

Date

Doing Business As

WITNESS - Printed Name

WITNESS - Signature

Date

## SUMMER SESSION - SALES

SALE DAY	SALE DATE	OPEN	CLOSE
Friday	25-Jun	9:00 AM	11:00 PM
Saturday	26-Jun	9:00 AM	11:00 PM
Sunday	27-Jun	9:00 AM	11:00 PM
Monday	28-Jun	9:00 AM	11:00 PM
Tuesday	29-Jun	9:00 AM	11:00 PM
Wednesday	30-Jun	9:00 AM	11:00 PM
Thursday	1-Jul	9:00 AM	11:59 PM
Friday	2-Jul	9:00 AM	11:59 PM
Saturday	3-Jul	9:00 AM	11:59 PM
Sunday	4-Jul	9:00 AM	11:59 PM

## WINTER SESSION - SALES

Wednesday	29-Dec	9:00 AM	11:59 PM
Thursday	30-Dec	9:00 AM	11:59 PM
Friday	31-Dec	9:00 AM	11:59 PM



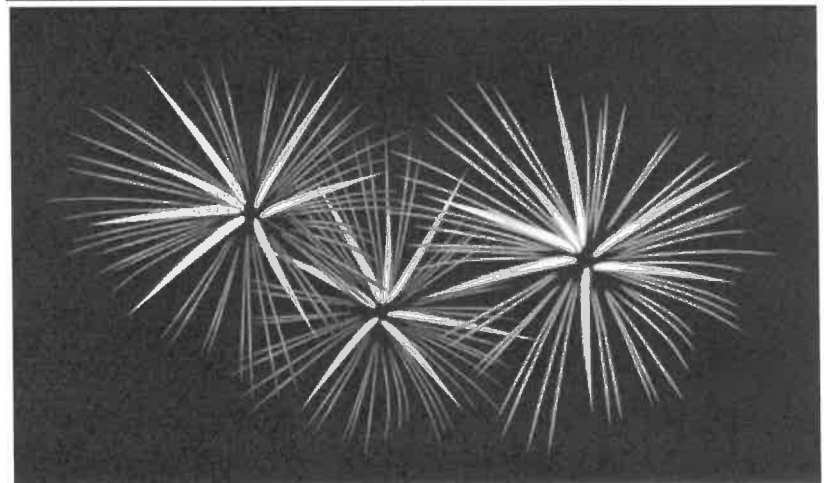
2021

## SUMMER SESSION - DISCHARGE

SALE DAY	SALE DATE	OPEN	CLOSE
Friday	25-Jun	10:00 AM	10:00 PM
Saturday	26-Jun	10:00 AM	10:00 PM
Sunday	27-Jun	10:00 AM	10:00 PM
Monday	28-Jun	10:00 AM	10:00 PM
Tuesday	29-Jun	10:00 AM	10:00 PM
Wednesday	30-Jun	10:00 AM	10:00 PM
Thursday	1-Jul	10:00 AM	11:00 PM
Friday	2-Jul	10:00 AM	11:00 PM
Saturday	3-Jul	10:00 AM	11:00 PM
Sunday	4-Jul	10:00 AM	11:59 PM

## WINTER SESSION - DISCHARGE

Wednesday	29-Dec	10:00 AM	11:00 PM
Thursday	30-Dec	10:00 AM	11:00 PM
Friday	31-Dec	10:00 AM	1:00 AM



Dear City of Hickman,

Please release my \$200.00 Fireworks Deposit. I have removed the Fireworks tent, supplemental equipment/trailers, trash and rock from the City Street. Additionally, I have either moved the rock sufficiently away from the street edge or placed erosion control measures, such as a silt fence, on the property so as to prevent the rock from washing back onto the City Street.

Sincerely, \_\_\_\_\_ Date: \_\_\_\_\_

*Signature*

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

This letter may be faxed to 402.792.2210, emailed to [heidih@hickman.ne.gov](mailto:heidih@hickman.ne.gov), returned to the Hickman City Office 114 Locust Street, or mailed to PO Box 127, Hickman, NE 68372.

Upon receipt of this letter, an inspection of the site will be performed and if all of the above statements are true, this request will be processed. If there are discrepancies you will be contacted to rectify the deficiencies.